



ROBERT B. TAYLOR
Chief Probation Officer

COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY – DOWNEY, CA 90242

(562) 940 – 2501



September 9, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

DELEGATE AUTHORITY TO EXECUTE AMENDMENTS FOR CONTRACT ASSIGNMENTS, DELEGATIONS AND CONTRACTORS' NAME CHANGES

(3 VOTES, ALL SUPERVISORIAL DISTRICTS)

SUBJECT

Request approval to authorize the Chief Probation Officer, or his designee, to execute amendments for mergers, acquisitions or any other changes in ownership, upon the approval of County Counsel and the Chief Executive Office and notification to the Board.

IT IS RECOMMENDED THAT YOUR BOARD:

Delegate authority to the Chief Probation Officer, or his designee, to execute amendments to Probation Department contracts, in substantially similar form to Attachment I for contract assignments resulting from acquisitions, mergers, or other changes in ownership, and in substantially similar form to Attachment II for contractors' name changes, subject to review and approval by County Counsel and the Chief Executive Office and notification to the Board offices.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

In an effort to reduce Board agenda actions resulting from acquisitions, mergers, or other changes in ownership, or contractors' name changes, that do not impact the general contractual terms or payment provisions, the Probation Department is seeking delegated authority to execute related amendments to reflect the correct legal entity and

responsibilities of the parties when ownership changes occur, or acknowledge a contractor's name change, subject to review and approval by County Counsel and the Chief Executive Office and notification to the Board offices.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended Board action supports County Strategic Plan Goal 3, Organizational Effectiveness. Having the Chief Probation Officer, or his designee, execute these limited types of amendments will result in a more efficient and timely procedural response to changes in contractor names and business status.

FINANCIAL IMPACT/FINANCING:

There is no fiscal impact as a result of this action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Currently, all contract amendments resulting from mergers, acquisitions, or other changes in ownership and contractors' name changes are presented as an agenda item for your Board's approval. Under the recommended action, the Probation Department will use delegated authority to execute such amendments.

The Probation Department will continue to conduct an analysis of mergers and acquisitions as required under the Evaluation of Vendors/Contractors Engaged in Mergers or Acquisitions Board Policy to determine the appropriateness of continuing to contract with a vendor which has changed its corporate status or merged with or been acquired by another company.

County Counsel has approved Attachments I and II as to form.

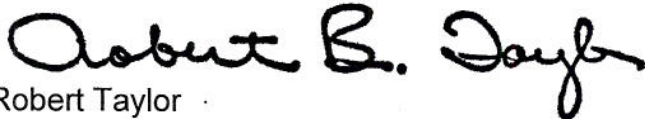
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended action will expedite the Probation Department's execution of these amendments to ensure there are no breaks in service due to Contractor's corporate transformation and ensure that contract documents reflect the appropriate contractor name and business status.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisor, forward a copy of the adopted Board Letter to: Probation Department, 9150 E. Imperial Hwy., Rm. A66, Downey, CA 90242, Attention: Yolanda Young, Director, Contracts & Grants Management Division.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Robert B. Taylor". The signature is fluid and cursive, with the first name "Robert" and last name "Taylor" being more legible than the middle initial "B.".

Robert Taylor
Chief Probation Officer

RT:YY:CK

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Attachments (2)

c: Executive Officer, Board of Supervisors
 County Counsel
 Chief Executive Officer

MODIFICATION NO. ____ TO CONTRACT NO. ____
FOR _____ SERVICES FOR THE PROBATION DEPARTMENT

Modification No. ____ to Contract No. ____ is made and entered into at Los Angeles, California this _____ day of _____, 200__ by and between the COUNTY OF LOS ANGELES, a body corporate and politic (hereinafter referred to as "COUNTY") and _____, authorized to do business in the State of California and located at _____ (hereinafter referred to as "CONTRACTOR");

WITNESSETH

WHEREAS, COUNTY entered into a contract with CONTRACTOR on _____ to provide _____ services to the Probation Department; and

WHEREAS, paragraph ____, "DELEGATION AND ASSIGNMENT BY CONTRACTOR", prohibits Assignor from delegating its duties or assigning its rights thereunder without prior written consent of County; and

WHEREAS, it is the intent of the COUNTY and CONTRACTOR to delegate the duties and assign the rights under this Agreement, from Assignor _____, to Assignee, _____; and

WHEREAS, Assignee _____, agrees to be fiscally responsible for obligations of the Assignor, _____, past, present, and future. In particular, and without in any way limiting the scope of the financial obligations assumed, Assignee, _____ understands and agrees: (1) that it will be entirely responsible for any and all audit exceptions applied as any time against the previous entity, through any of its agreements with County or any Department thereof, whether assessed by Federal, State, or County audit(s). and

WHEREAS, CONTRACTOR and COUNTY mutually agree to modify said contract as hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and mutual covenants herein contained, said contract is modified as follows:

1. All rights and responsibilities under Agreement have been assigned and delegated by Assignor _____ to Assignee _____.
2. County hereby consents to such assignment and delegation.
3. Assignor and Assignee have heretofore separately prorated between themselves, to the extent necessary, any monthly payment due and paid under this Agreement prior to _____.

4. (For Mergers Only) Effective _____ the purpose of this Modification shall be interpreted according to the following statement of purpose: It is intended to effectuate and implement the merger of _____ and _____, as requested by these entities, whereby _____ will cease to exist as a separate entity and will merge within the new entity _____. County consents to the merger with the understanding, as set forth herein, that the quantity and quality of services previously provided separately by _____ will not be diminished and that the new entity will be fiscally responsible for all of _____ obligations, past, present, and future. In particular, and without any way limiting the scope of the financial obligations assumed, _____ understands and agrees (1) that it will be entirely responsible for any and all audit exceptions applied at any time against the previous entity, _____, through any of its Agreements with the County or any Department thereof, whether assessed by Federal, State or County audit(s); and (2) that these audit exceptions may arise and become payable after the effective date of the merger and the cessation of existence of _____. The parties agree that all applicable review and dispute resolution procedures under the contract shall apply.
5. Contractor shall provide services in accordance with this Agreement number _____ and any addenda thereto approved in writing by the Chief Probation Officer or his designee.
6. Except as provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties by their duly authorized signatures have caused this contract to become effective on the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
ROBERT B. TAYLOR
CHIEF PROBATION OFFICER

(CONTRACTOR)

By _____

Typed or Printed

Title

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Gordon W. Trask, Principal Deputy
County Counsel

MODIFICATION NO. ____ TO CONTRACT NO. ____
FOR _____ SERVICES FOR THE PROBATION DEPARTMENT

Modification No. ____ to Contract No. ____ is made and entered into at Los Angeles, California this _____ day of _____, 200__ by and between the COUNTY OF LOS ANGELES, a body corporate and politic (hereinafter referred to as "COUNTY") and _____, authorized to do business in the State of California and located at _____ (hereinafter referred to as "CONTRACTOR");

WITNESSETH

WHEREAS, COUNTY entered into a contract with CONTRACTOR on _____ to provide _____ services to the Probation Department; and

WHEREAS, it is the intent of the County and Contractor to change the name of the Contractor from _____ to _____ in all further references to Contract No. _____ dated _____ the Contractor shall be known by and referred to as _____

NOW, THEREFORE, in consideration of the foregoing and mutual covenants herein contained, said contract is modified as follows:

1. All future correspondence and documents referencing Contract No. _____ dated _____, shall refer to the Contractor as _____.
2. Contractor shall provide services in accordance with this Agreement number _____ and any addenda thereto approved in writing by the Chief Probation Officer or his designee.
3. Except as provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties by their duly authorized signatures have caused this contract to become effective on the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
ROBERT B. TAYLOR
CHIEF PROBATION OFFICER

(CONTRACTOR)

By _____

Typed or Printed

Title

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Gordon W. Trask, Principal Deputy
County Counsel